

**AGREEMENT**  
**BETWEEN THE**  
**TOWNSHIP OF CARNEYS POINT**  
**AND THE**  
**CARNEYS POINT SUPERIOR OFFICERS' ASSOCIATION**  
**AN AFFILIATE OF FOP LODGE NO. 6**

**JANUARY 1, 2014**  
**TO**  
**DECEMBER 31, 2018**

## TABLE OF CONTENTS

	<u>PAGE</u>
Preamble .....	2
Article I (Recognition) .....	2
Article II (Management Rights) .....	2
Article III (Equal Treatment).....	2
Article IV (Just Cause) .....	2
Article V (Grievance Procedure).....	3
Article VI (Sick Leave) .....	4
Article VII (Salary Guide).....	4
Article VIII (Work Day, Work Week & Overtime) .....	5
Article IX (Call-in/On-call Compensation).....	5
Article X (Required Court Time) .....	5
Article XI (Traveling Expenses) .....	6
Article XII (Meal Allowance) .....	6
Article XIII (Business Days) .....	6
Article XIV (Vacations) .....	6
Article XV (Insurance, Health Pages & Welfare) .....	7
Article XVI (Holidays).....	8
Article XVII (Funeral Leave).....	9
Article XVIII (Educational Benefits) .....	9
Article XIX (Fully Bargained Powers).....	10
Article XX (Evaluation) .....	10
Article XXI (Clothing Allowance).....	10
Article XXII (Union Dues).....	10
Article XXIII (Terms and Conditions) .....	11
Article XXIV (Severability).....	11
Article XXV (Duration & Negotiation) .....	11

## **PREAMBLE**

This agreement is entered into by and between the Township of Carneys Point ("Township") and the Carneys Point Superior Officers' Association, an affiliate of FOP Lodge No. 6 ("FOP").

## **ARTICLE I** **RECOGNITION**

The Township hereby recognizes the FOP as the exclusive representative for the collective negotiations with respect to terms and conditions of employment of all Lieutenants in the Carneys Point Township police department.

## **ARTICLE II** **MANAGEMENT RIGHTS**

The Township hereby retains and reserves unto itself all powers, authority, duties, and responsibilities conferred upon and vested in it prior to signing this agreement by the laws and constitution of the state of New Jersey and the United States, except those limited by the specific and express terms of this agreement, and then only to the extent that such specific and express terms hereof are in conformance with the Constitution and the Laws of the United States and of New Jersey.

## **ARTICLE III** **EQUAL TREATMENT**

The Township agrees to comply with the mandatory provisions of relevant State and Federal Laws prohibiting discrimination in the workplace. The Township and the FOP agree not to interfere with the right of a Lieutenant to become or not to become a member of the FOP and further that there shall be no discrimination or coercion against any Lieutenant because of FOP membership or non-membership.

## **ARTICLE IV** **JUST CAUSE**

No Lieutenant shall be disciplined, demoted, reprimanded or discharged without just cause.

## **ARTICLE V**

### **GRIEVANCE PROCEDURE**

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to questions which may arise affecting the terms and conditions of employment. Nothing herein shall be construed as limiting the right of any employee having a grievance, to discuss the matter informally with any appropriate member of the Department. A grievance is defined as any question or dispute between the Township and the FOP arising over (1) the interpretation, application or alleged violation of the terms of this Agreement or (2) any controversy arising out of policies, discipline, or administrative decisions affecting the terms and conditions of employment including the disciplining of any employee without good and just cause. A grievance may be raised only by the FOP. For purposes of this Article, a "working day" is any day which is not a Saturday, Sunday, or a State or federal holiday.

B. Employee grievances shall be filed in accordance with the following procedures:

#### **Step One (Chief of Police)**

Any grievance must be presented in writing by the FOP to the Chief of Police within (15) working days after knowing the event or events upon which the claim is based, or else such grievance is deemed waived. The Chief shall have (15) working days to render a written decision setting forth the reasons for that decision. If the FOP does not concur with the Chief's decision, the matter shall be forwarded by the FOP to the Township Committee within (15) working days.

#### **Step Two (Township Committee)**

The Township Committee shall conduct a hearing no later than (15) working days from the receipt of the matter unless the parties agree to conduct the hearing at a later date. Prior written notification for the hearing shall be given to all interested parties. Present for the hearing shall be the immediate supervisor, the Chief of Police, and the FOP's representative(s). The Township Committee shall make all reasonable attempts to reach a settlement satisfactory to all parties. If the Township Committee is not able to obtain an amicable settlement at that time, it shall within (15) working days render a written decision setting forth its reasons therein and serve that decision upon the Chief of Police and the FOP via any reasonable method, as well as upon the FOP's lawyer by either facsimile or certified mail.

#### **Step Three (Binding Arbitration)**

If the FOP does not concur with the Township Committee's decision, it may, within (20) working days of receipt of the decision, submit a request for binding arbitration. The arbitration proceeding shall be conducted by the New Jersey Public Employment Relations Commission ("PERC") and in accordance with their rules and regulations. All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case or defense. The decision of the arbitrator shall be final and

binding upon both parties. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him by the parties or by judicial notice. The arbitrator shall be further bound by the laws of the State of New Jersey and the United States and decisions of the Courts of the State of New Jersey and the United States, where applicable. The arbitrator shall not add to, modify, detract from, or alter in any way the provisions of this Agreement. In rendering his written decision, the arbitrator shall indicate his findings of fact and the reasons for his decision.

C. If an amicable settlement of the dispute is reached upon mutual agreement of the parties in any of the above steps, it shall be reduced to writing and signed by the respective parties. Any of the time limits contained in this article may be extended by mutual written agreement.

If the Township fails to respond in a timely manner in any step of the grievance procedure, the grievance is automatically resolved in favor of the grievant. If, at any step, the grievant fails to act according to the requirements of this article, the grievance shall be considered abandoned.

An aggrieved member and bargaining unit representative and a reasonable number of witnesses shall be granted reasonable time during working hours to process grievances in accordance with this section without loss of pay or leave time.

## **ARTICLE VI**

### **SICK LEAVE**

A. In the event the Lieutenant becomes ill, injured or disabled while in good standing, and said illness, injury or disability is not caused by other employment or business ventures, he will be granted a leave of absence, with full pay for a period not to exceed one (1) year, during the term of said injury, illness, or disability.

B. The Township may require a physician of its choice to provide a medical statement concerning such injury, illness, or disability.

## **ARTICLE VII**

### **SALARIES**

The salary guide for all Lieutenants covered under this agreement shall be as follows:

2014: 1.0% across-the-board increase	\$101,954.54
2015: 1.0% across-the-board increase	\$102,974.08
2016: 1.5% across-the-board increase	\$104,518.69
2017: 1.5% across-the-board increase	\$106,086.47
2018: 2.0% across-the-board increase	\$108,208.20

**ARTICLE VIII**  
**WORKDAY, WORK WEEK & OVERTIME**

A. The regular workday for a Lieutenant will be eight (8) hours.

B. The regular workweek for a Lieutenant will be forty (40) hours, Monday through Friday. The Lieutenant, may and will alter his work schedule to work with different shifts as required in the performance of his duties but will not schedule more than eight (8) hours in a day, or forty (40) hours in a week, without approval of the Chief of Police.

C. A Lieutenant, if required to work in excess of eight (8) hours in any tour of duty, or in excess of forty (40) hours per week, will not be entitled to overtime pay, but will receive compensatory time at the rate of time and 1/2 the actual hours worked in place of overtime monies. In the event of outside monies, grant monies, road work, or security, the Lieutenant will be entitled to pay at one and one half the time of his hourly rate. This will be at no cost to the Township. If a Lieutenant retires during the term of this contract, any compensatory time owed to the Lieutenant will be paid in days off and not money.

**ARTICLE IX**  
**CALL-IN/ON-CALL COMPENSATION**

A. Lieutenant will not receive call in compensation. If a Lieutenant is called into work, he will be entitled to four (4) hours of compensatory time.

B. In addition to salary or any other payment provided pursuant to this agreement, a Lieutenant will be entitled to an annual stipend of \$700.00 as on-call compensation for so long as the Lieutenant is assigned to the investigations unit. In the event that the Lieutenant is not assigned to the investigations unit for an entire year, the on-call stipend provided pursuant to this article shall be pro-rated.

**ARTICLE X**  
**REQUIRED COURT TIME**

In the course of police investigations, the time during which the Lieutenant is required to appear before any Grand Jury, Court, ABC hearing, Motor Vehicle or other administrative hearing will be considered a time of assignment to and performance of his required duties. When such appearance occurs during the Lieutenant's assigned duty hours, he will suffer no loss of compensation. When such appearance occurs beyond the Lieutenant's assigned duty hours, he will receive compensatory time off from his regular duty hours.

**ARTICLE XI**  
**TRAVELING EXPENSES**

A. Whenever a Lieutenant is required by his supervisor to travel outside the Township on official business, he will be reimbursed for all reasonable travel expenses incurred by him in such travel. In order for any traveling expenses to be reimbursed to the Lieutenant, he will be required to furnish itemized receipts for such expenses.

B. Whenever possible, the Township will try to provide an automobile for the Lieutenant's use. Whenever such automobile is not provided by the Township, the Township will pay the Lieutenant the federal national standard per mile for such travel.

**ARTICLE XII**  
**MEAL ALLOWANCE**

In the event the Lieutenant is required to work in excess of eight (8) hours in any one day during an officially declared emergency, the Township will provide one (1) hot meal, such hot meal having a minimum value of \$6.00. In the alternative, the Township may pay the Lieutenant \$6.00.

**ARTICLE XIII**  
**BUSINESS DAYS**

The Lieutenant will, regardless of shift, be entitled to four (4) business days per year at no extra cost to the Township. Business days may only be utilized at such times as approved by the Chief of Police.

**ARTICLE XIV**  
**VACATIONS**

A. The vacation for the Lieutenant will be approved by the Chief of Police.

B. Vacation periods will be measured by total time in service:

Completion of 1 year through completion of 4 years:	2 weeks
Start of 5th year through completion of 8 years:	3 weeks
Start of 9th year through completion of 12 years:	4 weeks
Start of 13th year through completion of 20 years:	5 weeks
Start of 21st year:	6 weeks

- C. One week of vacation is defined as 5 working days.
- D. Vacation time will be computed from the original day of employment. Any unused vacation days which do not exceed four (4) weeks may be carried over to the following year.
- E. The Lieutenant may take single day vacations with the approval of the Chief of Police.

**ARTICLE XV**  
**INSURANCE, HEALTH, & WELFARE**

- A. The Township will maintain insurance coverage at levels of not less than those presently in effect. The Township will have the right to change insurance coverage, so long as the new coverage is substantially equal to or improved upon the benefits now provided. At no time will the Lieutenant receive less coverage than that which is received by any other member of the Carneys Point Township Police Department. The Lieutenant will be required to contribute toward the cost of health benefits coverage in accordance with the provisions of P.L. 2011 c.78 and any other laws hereinafter enacted pertaining to the obligation of a public employee to contribute toward the cost of health benefits coverage.
- B. Upon retirement of a Lieutenant after 25 years of service, the Lieutenant and his family, as the family exists at the time of retirement, will continue to receive health insurance coverage, dental coverage and medical prescription coverage. If a Lieutenant has attained 20 years of service or more as of June 28, 2011, the Lieutenant shall not be required to contribute to the cost of health insurance coverage. The Lieutenant shall apply for Medicare benefits upon attaining age 65 or when he is eligible to do so, whichever shall first occur at no cost to the Lieutenant and family. At that time, the health insurance benefits provided by Carneys Point Township shall continue in full force and effect, but shall provide secondary coverage. The spouse of a Lieutenant, who receives benefits pursuant to this paragraph upon retirement, shall also apply for Medicare benefits upon attaining age 65 or when she is first eligible to do so, whichever shall first occur at no cost to the Lieutenant and family. Until such time as the spouse is eligible for Medicare, benefits provided by Carneys Point Township shall be primary. Once the spouse of the Lieutenant has enrolled in Medicare, the health insurance benefits provided by Carneys Point Township shall become secondary.
- C. The Township will supply the Lieutenant with necessary legal advice and counsel in the defense of charges filed against him in the performance of his duties, in accordance with the laws of the state of New Jersey and of the United States. The selection of an attorney may be made by the Lieutenant, subject to the approval of the Township committee, which approval will not be unreasonably withheld.
- D. Life insurance of \$30,000.00 will also be provided at no cost to the Lieutenant. Premiums for any extra coverage more than \$30,000.00 will be paid by the Lieutenant.



E. The Lieutenant will be entitled to a physical examination paid by the employer at least every three years. This examination is to be provided by a physician chosen by the Township. The findings of such an examination are to be released to the Lieutenant and the police committee. The Lieutenant is to take action to correct any problem which may be found.

F. The Township will provide and pay for the premiums for dental insurance for the Lieutenant and his eligible dependents. The coverage will be based on the usual, customary, and reasonable fee concept; however, in no event will the insurers be required to pay more than one thousand five hundred dollars (\$1,500.00) per eligible patient in any one calendar year. Basic benefits will include one hundred percent (100%) of the cost for covered preventive and diagnostic services, eighty percent (80%) of the cost of covered remaining basic services, fifty percent (50%) for covered orthodontic services with separate case maximum of one thousand dollars (\$1,000.00). The remaining twenty percent (20%) of the cost for basic services and fifty percent (50%) of the cost of prosthodontics benefits will be assumed by the Lieutenant.

G. The Township will provide family coverage for the Lieutenant's medical prescription expenses. The minimum coverage will be as provided in \$5.00 co-pay plan for generic prescriptions and \$25.00 co-pay plan for brand name.

H. The Lieutenant will be reimbursed \$200.00 yearly for eye care, eyeglasses, ear/hearing care, or for membership to the Salem County YMCA.

## **ARTICLE XVI**

### **HOLIDAYS**

A. The Lieutenant will have the following holidays off unless he is needed on his shift, and then he will be entitled to receive another day off.

- |                                     |                           |
|-------------------------------------|---------------------------|
| 1) New Year's Day                   | 2) Martin Luther King Day |
| 3) Washington's Birthday            | 4) Good Friday            |
| 5) Memorial Day                     | 6) Independence Day       |
| 7) Labor Day                        | 8) Columbus Day           |
| 9) Veteran's Day                    | 10) Thanksgiving Day      |
| 11) Christmas Eve Day               | 12) Christmas Day         |
| 13) one (1) additional Personal Day |                           |

B. The personal day referred to in Paragraph (A)(13) above will be taken at no extra cost to the Township and may be granted only at the discretion of the Chief of Police. A personal holiday must be requested, in writing, at least seven (7) days prior to the date requested.

**ARTICLE XVII**  
**FUNERAL LEAVE**

A. The Lieutenant will be granted special leave, without loss of pay, for the death in his household or for the death of a parent, grandparent, sister, brother, parent-in-law, daughter-in-law, son-in-law, or grandchild regardless of said relative's residence. Such special leave will be granted from the date of death until the first tour of duty following interment.

B. The Lieutenant will be granted special leave, without loss of pay, for a period of one (1) day due to the death of any relative not specified in Paragraph (A) of this article.

C. Notwithstanding any other provision of this article, special funeral leave, without loss of pay, will be granted for a period of fourteen (14) days due to the death of a spouse, provided that such spouse will leave surviving a minor child or children; otherwise, such leave will be for a period of seven (7) days.

D. Notwithstanding any provisions of this article, special funeral leave, without loss of pay, will be granted for a period of seven (7) days, due to the death of the Lieutenant's son or daughter.

**ARTICLE XVIII**  
**EDUCATIONAL BENEFITS**

A. The attendance of law enforcement related schools and classes will be encouraged by the Township; however, manpower requirements will determine attendance and scheduling. Upon successful completion of any police related course of study, the Township will reimburse the Lieutenant for the cost of such course upon satisfactory proof of successful completion. In the event the Lieutenant is able to obtain such reimbursement for a course other than from the Township, there will be no reimbursement obligation by the Township.

B. If the Lieutenant is reimbursed for tuition by any source other than the Township; he will be entitled to receive a onetime bonus for each earned credit, at the rate of \$10.00 per credit. This bonus is expressly conditioned upon the Lieutenant furnishing proof of successful completion to the Township.

C. In no event will the Township be required to pay or reimburse the Lieutenant for expenses of any class, course, or school unrelated to police activities.

D. A Lieutenant who has obtained a college degree shall be annually paid a bonus based on the below-listed schedule:

Associate of arts/science (A.A.A. /S.) Degree	\$150.00
Bachelor of arts/science (B.A. /S.) Degree	\$300.00
Master of arts/science (M.A. /S.) Degree	\$450.00

\*\*\*The educational benefit shall be included in the Lieutenant's base salary.

**ARTICLE XIX**  
**FULLY BARGAINED PROVISION**

This agreement represents and incorporates the complete and final understanding and settlement by the parties on all issues which were or could have been the subject of negotiations. During the term of this agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

**ARTICLE XX**  
**EVALUATION**

Lieutenants will be evaluated annually by the Chief of Police and the police committee. The purpose of said evaluation will be to determine the contribution of the Lieutenant to the Carneys Point Township police department. Said evaluation will be in written form and will be completed no later than October 31st of each year. The Lieutenant will be entitled to receive a copy of the evaluation and given an opportunity to review the evaluation with the Chief of Police before it is submitted to the Township committee.

**ARTICLE XXI**  
**CLOTHING ALLOWANCE**

In addition to salary or any other payment provided pursuant to this agreement, the Lieutenant will be entitled to an annual stipend of \$650.00 per year as clothing allowance for so long as the Lieutenant is assigned to the investigations unit. In the event that the Lieutenant is not assigned to the investigations unit for an entire year, the clothing allowance provided pursuant to this article shall be prorated.

**ARTICLE XXII**  
**UNION DUES**

The Township hereby agrees to deduct union dues from the wages of each Lieutenant who is a member of the Carneys Point Township Superior Officers' Association upon being presented with a certified list of the Lieutenants from whom such dues should be deducted. Said

deductions shall be in accordance with N.J.S.A. 34:13A-5.5.

The Township further agrees to deduct an amount equal to fifty percent (50%) of a member's union dues from the wages of each officer who is not a member of the Carneys Point Township Superior Officers' Association upon being presented with a certified list of such nonmembers. Said deductions shall be in accordance with N.J.S.A. 34:13A-5.5.

### **ARTICLE XXIII**

#### **TERMS AND CONDITIONS**

Except as hereinafter provided, the terms and conditions of this agreement shall continue in full force and effect from year to year and thereafter until a new contract is signed. Notwithstanding the aforesaid provision, any article or articles of this contract may be reopened at the request of either party in the event that Carneys Point Township assumes responsibility for the provision of law enforcement services to Penns Grove Borough.

### **ARTICLE XXIV**

#### **SEVERABILITY**

Should any provision of this agreement be held unlawful or unenforceable by any court of competent jurisdiction, such provision shall be deemed inoperative once all appeals have been exhausted. Any severed provision of this agreement shall be subject to immediate renegotiation by the parties to the end of ensuring that such provisions are valid within the framework of the law. Only those provisions in dispute shall be affected. All other terms and provisions of this agreement shall remain unaffected.

### **ARTICLE XXV**

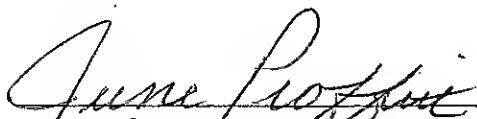
#### **DURATION AND NEGOTIATION**

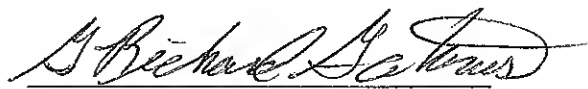
The duration of this Agreement shall be from January 1, 2014 through December 31, 2018 (*nunc pro tunc*). Negotiations for a successor agreement shall commence at least 120 days prior to the day on which the parties' collective negotiations agreement expires, in accordance with N.J.S.A. 34:13A-16(a)(1) and N.J.A.C. 19:16-2.1(a).

In witness whereof, the Township and Lieutenant(s) have executed this contract this 3<sup>rd</sup>  
day of August, 2015.

ATTEST:

TOWNSHIP OF CARNEYS POINT


  
June Proffitt, Township Clerk

  
G. Richard Gatanis, Mayor

ATTEST:

CARNEYS POINT  
SUPERIOR OFFICERS' ASSOCIATION

  
Michael Colletti

  
Gary DiPietro, President